

State of New Hampshire
Department of Revenue Administration



Lindsey M. Stepp
Commissioner

**Strategic Communications and Public Relations Services for the NHDRA
Request for Proposal (RFP)**

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SECTION 1 – OVERVIEW AND SCHEDULE

Purpose

The purpose of this RFP REV 2023-02 Strategic Communications and Public Relations Services for the NHDRA (the "RFP") is to procure consulting services for strategic communications and public relations services for the State of New Hampshire Department of Revenue Administration (the "NHDRA") as indicated in the SCOPE OF SERVICES and Appendix A: OFFER sections of this RFP (the "Services"), in accordance with the requirements of this RFP and any resulting contract (the "Contract"). NHDRA desires to contract with a single company that can supply one or more consultants with the requisite skills and experience as well as depth of knowledge required to complete these tasks (the "Vendor" or "Prospective Vendor").

Timeline Schedule of Events

The timeline below is provided as a general guideline and is subject to change. The NHDRA reserves the right to amend this schedule at its sole discretion and at any time through a published addendum.

Wednesday, February 8, 2023	Request for Bid Proposals Posted - Issued
Wednesday, February 8, 2023	Vendor Inquiry Period begins (on or about)
Thursday, February 23, 2023	Vendor Inquiry Period ends (last day for Vendor questions)
Tuesday, February 28, 2023	Final NHDRA responses to Vendor Inquiries
Monday, March 6, 2023	By 1:30 PM (EST) RFP Closing Date and time for Proposal submissions
Tuesday, March 14, 2023	Oral interviews and Product Demonstrations (if necessary)
Monday, March 20, 2023	Winning Vendor notification
Monday, April 3, 2023	Contract negotiation concludes
Saturday, July 1, 2023	Governor and Council approval & new Contract start

Instructions to Vendors

Read the entire RFP prior to making a Proposal. In the preparation of your Proposal, you must:

- Complete the pricing information in the Appendix A: OFFER section.
- Submit all requested information within your response.
- Complete the "Vendor(s) Contact Information" in the Appendix A: OFFER section.
- Complete the Appendix D: RFP TRANSMITTAL LETTER including the company information and sign the proposal in the space provided on that page. The signature page must be notarized to be an official submission.

SECTION 2 – DESCRIPTION OF AGENCY/PROGRAM ISSUING THE REQUEST FOR PROPOSALS

Background

The NHDRA mission is to fairly and efficiently administer the tax laws of the State of New Hampshire. The NHDRA is committed to transparency and openness. Over the past seven years the NHDRA has established relationships with vendors that provided strategic communications and public relations services support. The services provided by these vendors helped the NHDRA in achieving its mission to fairly and efficiently administer the tax laws of the State of New Hampshire through proactive and effective taxpayer and tax practitioner communications.

- In FY2016 NHDRA sought the assistance of the Department of Resources and Economic Development's Division of Travel and Tourism Development for marketing the NHDRA's 2015-2016 Tax Amnesty Program. With a vendor's assistance promoting the program, NHDRA collected nearly \$19 million in unpaid taxes; an amount that exceeded legislative estimates by \$3 million.
- In early FY2018, the NHDRA determined that communications and taxpayer outreach should be a primary agency priority. In order to evaluate the NHDRA's current communication and outreach strategy the NHDRA entered into a separate contract with a vendor, to complete a comprehensive communications audit of the NHDRA and to deliver and implement a plan to improve its communications effectiveness.

- In late FY 2018 the NHDRA, after a careful review of the communication audit results, decided to continue to receive services to assist the NHDRA in implementing the communications plan that resulted from the communications audit.
- For the last four years the NHDRA utilized the Vendor selected through this RFP process who assisted the NHDRA with Strategic Communications and supported continued outreach efforts regarding NHDRA's Revenue Information Management System (RIMS) in order to promote:
 - RIMS Rollout 1, which occurred on October 28, 2019, included Meals and Rooms (Rentals) Tax (M&R Tax), the Medicaid Enhancement Tax (MET), and the Nursing Facility Quality Assessment (NFQA).
 - RIMS Rollout 2, which occurred on October 5, 2020, included Business Profits Tax (BPT), Business Enterprise Tax (BET), Interest and Dividends Tax (I&D), and Communications Services Tax (CST).
 - RIMS Rollout 3, which occurred on August 5, 2021, included Real Estate Transfer Tax, Utility Property Tax, Railroad/Private Car Tax, Tobacco/Smokeless Tobacco Tax, Timber Tax, Excavation Tax, Low & Moderate Program taxpayers.
 - Continued support with frequent open and transparent communications with the public.
 - Continued strategic communications and public relations services and outreach efforts regarding NHDRA's Revenue Information Management System (RIMS).
 - Communicating to the taxpayer and practitioner communities on important topics like cases, technology updates, and legislative changes.

SECTION 3 – PROPOSED SCOPE OF SERVICES

Vendor shall provide the Services to the NHDRA. The Vendor shall competently and timely perform a variety of strategic communications and public relation services as defined in the Requirements section below. Vendor shall be responsible for provision of all labor, transportation, and permits as necessary to supply the required Services as described herein. The Vendor must be experienced in public relations and communications effectiveness, tracking outcomes, and developing strategic communication plans.

Requirements

Include verification of Vendor ability to meet each of the following requirements. These requirements will assist both NHDRA and Vendor in future consideration of award.

Business Requirements

- Develop, maintain, and implement a Strategic Communications and Public Relations Plan.
- Develop and maintain a Strategic Communication Initiative Calendar for NHDRA.
- Develop and maintain Influencer List for NHDRA.
- Develop and maintain Relationship Building Program for Meals and Rentals Tax vendors.
- Develop and maintain a Media Initiative Program both reactive and planned.

General Requirements

- The Proposal is date and time stamped before the Final Date for Proposal Submissions as defined in Section 1: Timeline Schedule of Events.
- The Contract requirements set forth in Section 3: Requirements, herein and *Appendix B: Form P37 Agreement and Standard Terms and Conditions - General Provisions* shall constitute the basis for any Contract resulting from this RFP.
- The Contract and all obligations of the parties thereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract (the "Effective Date").
- Vendor shall have a minimum of five (5) years of relevant experience providing similar services to similar governmental entities. Administrative and technical staff shall be of sufficient size and knowledge base to support NHDRA in its initiatives. In order to demonstrate market experience and breadth, identify other product offerings or tools from your company within the response.
- Vendor shall be bound by applicable NHDRA confidentiality policies.
- The Contract shall include NHDRA's Confidential Information Contract Provisions. The Vendor shall be legally bound by RSA-21-J:14 and shall establish and maintain procedures and controls acceptable to the DRA to ensure full compliance with the confidentiality requirements of RSA 21-J:14.

Subcontractors

- Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other person without prior written approval by NHDRA.
- If subcontractors are to be used, the Contractor must clearly explain their participation.
- If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing.
- The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- Subcontractors must abide by all terms and conditions under any resultant Contract.

Additional Requirements

- NHDRA requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas.
- No premium charges will be paid for any off-hour work.
- All work must be performed according to the specifications of the Contract to the satisfaction of NHDRA.
- The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and NHDRA.
- The Vendor or their personnel shall not represent themselves as employees or agents of NHDRA.
- While on State property, employees shall be subject to the control of NHDRA, but under no circumstances shall such persons be deemed to be employees of the State.
- All personnel shall observe all regulations or special restrictions in effect at NHDRA.
- The Vendor's personnel shall be allowed only in areas where the Services are being performed.
- All Proposals shall remain valid for a period of one hundred eighty (180) days following the deadline for submission of Proposals, or until the Effective Date of any resulting Contract, whichever is later.
- A Vendor's disclosure or distribution of an RFP other than to the NHDRA may be grounds for disqualification.
- RFP prices must be in US dollars and must include delivery and all other costs required by this RFP invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
- The Vendor must prove that formal background checks are performed on all employees handling DRA information.
- The Vendor employee base working on this contract must sign DRA Confidentiality forms. (See Attachment #1 in the Procurement and Support Services | Statewide Bids and Proposals for Bid# RFP Rev 2023-02)
- Contracted employees must execute a Vendor Confidentiality Agreement
- Vendor staff shall not have been convicted of a felony.

SECTION 4 – PROCESS FOR SUBMITTING A PROPOSAL

Proposal Submission, Deadline, and Location Instructions

- Proposals submitted in response to this RFP must be received by the NHDRA no later than the time and date specified in the Timeline Schedule of events in Section 1, herein. Late submissions will not be accepted and will be returned to the Vendor unopened. Delivery of the Proposals shall be at the Vendor's expense.
- All Proposals submitted in response to this RFP must consist of at least:
 - One (1) original and five (5) clearly identified copies of the Proposal, including all required attachments; and
 - One (1) original clearly identified electronic copy of the Proposal; including all required attachments contained on digital media device such as USB Flash drive.
- Delivered via U.S. Mail or delivery service and must be addressed to:

RFP#REV 2023-02 Strategic Communications and Public Relations Services for the NHDRA
c/o Roger Marchand, Project Manager
NH Department of Revenue Administration
109 Pleasant Street
Concord NH 03301

- A Proposal shall be deemed received by the NHDRA at the time that it is officially documented by the DRA as having been received at the location designated above in accordance with its established policies and procedures.
- NHDRA accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated point of contact:

To: Roger Marchand at email: DRA-PMO@DRA.NH.GOV

Inquiries must be received in writing no later than the conclusion of the Vendor Inquiry Period (see Timeline Schedule of Events). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

Addenda

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the NHDRA will post on the Department of Administrative Services web site any addenda. Before your submission and periodically prior to the RFP closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the RFP. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

Restriction of Contact with State Employees

From the date of release of this RFP until an award is made to a Vendor and publicly announced, all communication with personnel employed by or under contract with the NHDRA regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. NHDRA employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Point of Contact.

SECTION 5 - CONTENT AND REQUIREMENTS FOR A PROPOSAL

Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

a) Executive Summary (1-2 Pages)

Vendor Executive Summary, identifying how the Proposal submitted satisfies the RFP requirements. The executive summary must include an overview of the Vendor's proposed methodology to provide the Services for the NHDRA and also a description of the Vendor facilities and subcontractor facilities, general company operations, conferencing features and functionality, support and training, if applicable. The Vendor must clearly identify its qualifications to meet the requirements defined in the RFP and reveal a clear understanding of the RFP requirements.

b) Company Profile (1-2 Pages)

Provide full details regarding the following items in support of the Vendor's experience and ability to provide the Services. Include:

- Full legal company name;
- Year business started;

- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Location of headquarters;
- Current number of people employed;
- Details of any litigation during the last ten (10) years that your company is or was a party to;
- Presence in the State of New Hampshire;
- Identification of which services are provided via the Vendor and those intended to be resold or provided by a subcontractor;
- Sub-contractors, including company name, address, contact person and three references for clients they are currently servicing.

c) Experience in Providing Similar Service (4-8 Pages)

- Provide three (3) detailed examples of deployments where the Vendor implemented strategic communications and public relations services. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify information;
- Provide detailed examples of other strategic communications and public relations services that the Vendor has performed for similar governmental entities. Vendor must discuss implementation schedule and any significant project milestones;
- Provide three (3) detailed references for each sub-contractor intended to be used by the Vendor. Details must include customer contact information allowing NHDRA to contact the respective Vendor customer. All contact information must be current. NHDRA is not responsible to search for contact individuals to verify or update information.
- Describe your project team and provide resumes of key staff that will provide the Services. (Page Count does not apply for Resumes)

d) Strategic Communications and Public Relations (up to 7 Pages)

Prepare and submit responses to the following items:

- Describe your company's methodology and approach to handling media relations and public relations ("PR").
- Provide a list of your company's most current clients receiving said services.
- Outline a successful PR campaign your company has implemented. (Limit response to one page)
- Describe your approach in utilizing PR in support of a mission, or business campaign. (Limit response to one page)
- Describe a campaign that successfully increased visibility and awareness of services and brand recognition. Provide an example of your creativity, design and storytelling.
- Define your company's technical approach and methodology of providing the Services, addressing all RFP aspects as noted within the Scope of Services.
- Describe your company's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated, and solutions presented best serve the interests of the client.
- Provide an explanation of how your company measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment ("ROI").
- Provide a detailed work plan defining how the Services will be implemented for the NHDRA including a timeframe for implementation of the Services.

e) Value Added Services (1-2 Pages)

Vendors are invited to offer value added services not defined within the Scope of Service but related to communications and public relations. Define all such offerings in a narrative within the Proposal. NHDRA shall be the sole determinant in accepting or rejecting any additional service offerings.

f) Cost/Pricing

Prepare and submit your best pricing offer and cost sheet (the "Price Proposal" in your Proposal.

- Pricing must be provided and presented in hourly rates based on work to be performed and include hourly amount when/if agreed upon hours have expired.

- Pricing should include, but not be limited to, the following categories:
 - the Services
 - Electronic newsletters and communications
 - Media creation, planning, negotiation
 - Content creation
 - Creative development
- The price quoted should be inclusive.

SECTION 6 – EVALUATION OF PROPOSALS
Criteria for Evaluation and Scoring

Each Proposal will be evaluated and considered with regard to the following criteria:

There will be a committee within the NHDRA who will evaluate each Proposal (the “Evaluation Committee”). The Evaluation Committee will use a scoring scale of 100 points: a maximum of 50 points will be awarded based on the Price Proposal; a maximum of 20 points will be awarded for Experience; a maximum of 15 points will be awarded for the Requirements & Implementation section; and a maximum of 15 points will be awarded for your proposed Approach & Creativity. The maximum points that will be awarded are shown in the Vendor Scoring Categories table below.

Formal Presentations/Demonstrations/Discussions

During the evaluation process, the NHDRA may require a Vendor to answer questions with regard to their proposal, make formal presentations to the Evaluation Committee, and/or provide demonstrations. If formal presentations are required, the NHDRA shall invite up to the five (5) highest scoring Vendors to make presentations.

VENDOR SCORING CATEGORIES	POINTS
RFP PROPOSAL with the following potential maximum scores for each RFP Proposal category;	
Approach & Creativity Strategic communications and public relations approach methodology Creativity – Design and storytelling Reporting	15
Requirements & Implementation Requirements match Ease of implementation Project work plan	15
Experience Company profile and staff qualifications Experience in providing similar service	20
PRICE PROPOSAL with the following potential maximum score:	50
TOTAL POTENTIAL VENDOR PROPOSAL AND PRICE POINTS	100

The Evaluation Committee will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting defined in this section. Oral interviews and reference checks, to the extent they are utilized by the NHDRA, will be used to refine and finalize preliminary scores.

Planned Evaluations

NHDRA plans to use the following evaluation process:

- Initial screening to ensure that the Proposals are in compliance with the submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and product demonstrations (if necessary);

- Final Evaluation of Proposals and scoring;
- Review of Price Proposals and final scoring; and
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Vendor (s) and begin contract negotiation.

Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. NHDRA may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

Preliminary Scoring of Proposals

NHDRA will establish an Evaluation Committee to initially score the Proposals. This evaluation team will review the Proposals and give a preliminary score to the Proposals under the guidelines set forth in Section 6.

Oral Interviews and Product Demonstrations

If NHDRA determines that it is appropriate, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. NHDRA retains sole discretion to determine whether to conduct oral interviews, with which Vendors, and the number of interviews to hold. Vendors are advised that NHDRA may decide to conduct interviews with less than all Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. NHDRA may ask the Vendor to provide written clarifications of elements in its Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine Vendor Proposal review scores assigned from the initial review of the Proposals.

Final Scoring of Proposals

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of Proposals requested by NHDRA, the Evaluation Committee will determine a final score for each Vendor's Proposal.

Price Proposal Review

Price proposals will be reviewed upon completion of the final scoring of proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 50 points. Vendors are advised that this **is not a low bid award** and that the scoring of the Price Proposal will be combined within the Vendor Scoring Categories to determine the overall highest scoring Vendor.

The following formula will be used to assign points for costs:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score.

The lowest proposed price is defined as the lowest price proposed by a Vendor who has been qualified to submit a Proposal.

No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into the Contract. Contract negotiations may incorporate some or all of the Proposal.

Award

The award shall be made to the Vendor meeting the criteria established in this RFP and providing the highest evaluation process score. The NHDRA reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract.

If the NHDRA determines to make an award, the NHDRA will issue an "intent to negotiate" notice to a Vendor based on the evaluations. Should the NHDRA be unable to reach agreement with the selected Vendor during

contract discussions, the NHDRA may then undertake contract discussions with the second preferred Vendor and so on, or the NHDRA may reject all Proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

SECTION 7 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

RFP Addendum

The NHDRA reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the NHDRA, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the included prices, terms and conditions, and statement of work have been established without collusion with other Vendors and without effort to preclude the NHDRA from obtaining the best possible competitive Proposal.

Property of the State

All material received in response to this RFP shall become property of the State of New Hampshire and will not be returned to the Vendor. Upon award of the Contract, the NHDRA reserves the right to use any information presented in any Proposal.

Confidentiality of a Proposal

Unless necessary for the approval of the Contract, the substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the NHDRA will be grounds for disqualification.

Public Disclosure

Generally, the full content of any Proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and Vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected Vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by NHDRA, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the NHDRA shall, after final negotiations with the selected Vendor are complete, attempt to maintain the confidentiality of portions of a Proposal that are clearly and properly marked by the Vendor as confidential in accordance with the procedures set forth in *Appendix C: Confidential Information Contract Provisions*.

Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the NHDRA to award a Contract. NHDRA reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and/or to solicit new Proposals under a new acquisition process.

Proposal Preparation Cost

By submitting a Proposal, a Vendor agrees that in no event shall NHDRA be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of the Contract.

Ethical Requirements

From the time this RFP is published until the Contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who works for the NHDRA and/or will be on the Evaluation Committee. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from responding to the RFP, and every such Vendor shall be disqualified from bidding on or responding to any RFP or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the New Hampshire Department of Administrative Services, which shall note that information on the list maintained on the State of New Hampshire's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

SECTION 8 – CONTRACT TERMS AND AWARD

Non-Exclusive Contract

The Contract from this RFP will be a non-exclusive contract. The NHDRA reserves the right, at its discretion, to retain other contractors to provide any of the Services identified under this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

Award

If NHDRA decides to award the Contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

Standard Contract Terms

NHDRA will require the successful Vendor to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as *Appendix B; FORM P37 AGREEMENT AND STANDARD TERMS AND CONDITIONS*.

The Term of the Contract will be for (1) year from the Effective Date. The Contract's term may be extended (3) three times, each time by an additional term of 1 year at the sole option of NHDRA, subject to the parties' prior written agreement on terms and applicable fees for each extended term.

To the extent a Vendor believes that exceptions to the Standard Terms and Conditions of the State of New Hampshire will be necessary for the Vendor to enter into the Contract, the Vendor should note those issues during the Vendor Inquiry Period. NHDRA will review requested exceptions and accept, reject or note that it is open to negotiation at its sole discretion. If NHDRA accepts a Vendor's exception, NHDRA will, at the conclusion of the Vendor Inquiry Period, provide notice to all Vendors of the change to the P-37 and indicate that the change is available to all Vendor Proposals.

Any exceptions to the standard form contract that are not raised during the Vendor Inquiry Period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for NHDRA's terms in response to this RFP.

If Awarded a Contract, the Vendor must complete the following sections of the attached State of New Hampshire Form #P-37;

- Section 1.3 Vendor name
- Section 1.4 Vendor address
- Section 1.11 Vendor signature
- Section 1.12 Name & Title of Vendor signor
- Section 1.13 Acknowledgements

- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers' compensation.

- Provide a certificate of good standing from the New Hampshire Secretary of State or proof of your completion of and payment for the start of the registration process.

Certificate of Insurance

The Vendor awarded the Contract shall be required to submit proof of comprehensive general liability insurance prior to performing any services for NHDRA. The coverage shall include general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Termination

NHDRA shall have the right to terminate the Contract at any time by giving the successful Vendor a thirty (30) day written notice.

Vendor Certifications

All Vendors must be duly registered as a company authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to award, Vendors must have a completed Vendor Application Package on file with the New Hampshire Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: The Contract will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.
- CONFIDENTIALITY & CRIMINAL RECORD: The Vendor will require each of its employees and/or all workers employed by an approved sub-contractor, if any, working in the NHDRA office or externally with State of New Hampshire records to sign a confidentiality form and criminal record authorization Form. These forms shall be returned to the NHDRA prior to the start of any work.

Invoicing

Invoices shall be submitted after completion of work to NHDRA. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to NHDRA's satisfaction.

Payment

Payments shall be made via ACH or Procurement Card (P-card = State issued procurement card) unless otherwise specified by NHDRA. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

Notification and Award of Contract(s)

Award results will not be given by telephone. For Vendors wishing to attend the proposal closing, only the number of Vendors submitting responses will be made public. Specific response information will not be given out. Proposal results (Vendor names and rank or scores) will be made public five days prior to submission to Governor and Council for final approval of the Contract.

Proposal results may be viewed on the State's website at: <https://das.nh.gov/Purchasing/vendorresources.asp> when they become public.

APPENDIX A: OFFER

Vendor hereby offers to perform the Services to the State of New Hampshire Department of Revenue Administration as specified at the prices quoted below, in complete accordance with general and detailed specifications and requirements included herewith.

Cost of Proposed Solution: Table 1

This table is provided for cost comparison only and shall not be deemed to reflect actual purchases.

Cost Item	Hours	Hourly Rate	Hours X Hourly Rate
Develop, maintain and implement a strategic communications and public relations plan	TBD	\$	\$
Develop and maintain a strategic communication and initiative calendar for the State	TBD	\$	\$
Develop and maintain influencer list for NHDRA	TBD	\$	\$
Develop and maintain relationship building program for Meals and Rentals Tax Operators	TBD	\$	\$
Develop and maintain a media initiative program both reactive and planned	TBD	\$	\$
Total Cost			\$

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this RFP Proposal.

_____	_____	_____
Contact Person	Local Telephone Number	Toll Free Telephone Number
_____	_____	_____
E-mail Address	Company Website	DUNS #
_____	_____	
Vendor Company Name	Vendor Address	

Note: To be considered, Proposal must be signed and notarized on front cover sheet in the space provided.

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 11/7/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the

State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time

of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

APPENDIX C: CONFIDENTIAL INFORMATION CONTRACT PROVISIONS

Any and all information contained in or connected to a bid or Proposal that a vendor considers confidential shall be clearly designated in the following manner:

If the Vendor considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.” Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, will not effectively designate the material as confidential. In addition to providing an additional fully redacted copy of the Proposal submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the NHDRA as not conforming to the requirements of the Proposal. The NHDRA will generally assume that a Proposal submitted without an additional redacted copy contains no information which the Vendor deems confidential. Proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the NHDRA, may be released to the public, including by means of posting on state web sites.

NHDRA shall have no obligation to maintain the confidentiality of any portion of a Proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire Proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a Proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of Proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the Proposal or related material shall not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor’s designation regarding confidentiality. The State shall have no obligation to advise a Vendor that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State’s web sites.

By submitting a Proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this RFP from the time this RFP is published until the closing date for responses.

APPENDIX D: RFP TRANSMITTAL LETTER

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: _____

Company Name: _____
Address: _____

Point of Contact: Roger Marchand
Telephone: 603-230-5074
Email: DRA-PMO@DRA.NH.GOV

Proposal Invitation Name: **Strategic Communications and Public Relations Services for the DRA**
RFP Number: REV **2023-02**
RFP Posted Date (on or by): 2/8/2023
RFP Closing Date and Time: **3/06/2023 @ 1:30 PM (EST)**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting a proposal (collectively referred to as "Vendor")] hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 2023-02 for Strategic Communications and Public Relations Services for the New Hampshire Department of Revenue Administration ("NHDRA") (the "RFP") at the price(s) quoted herein in complete accordance with the RFP.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands the RFP.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the State of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the NHDRA of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____

Signed and sworn to (or affirmed) before me on _____ (date) by _____ (name) as _____ (title) of _____ (name of party on behalf of whom this attestation is made).

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Attachment #1 DRA Vendor Confidentiality Form



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
OFFICE OF THE COMMISSIONER

POLICY ON CONFIDENTIALITY OF INFORMATION (Vendors, Contractors or Subcontractors)

PURPOSE

It is the purpose of this memorandum to advise individuals with access to, or custody of, confidential Department records, files, returns or with knowledge of any tax information, that the use of such confidential information for purposes other than for tax administration is both unethical and a violation of New Hampshire RSA 21-J:14; as well as a violation of the United States Internal Revenue Code Sections 7213 and 7213A when federal tax information is involved.

This document explains the confidentiality of taxpayer records, files, returns, or return information; the unauthorized access to taxpayer records, files, returns, or return information; the unauthorized disclosure of taxpayer records, files, returns, or return information; and the statutory penalties relating to unauthorized access or disclosure of taxpayer records, files, returns, or return information.

Taxpayer records, files, returns, or return information contained in the records of the Department, or developed by the Department through its activities, are confidential and privileged even in instances where identical information is public information in another individual's or organization's records.

STATE AND FEDERAL LAW REGARDING ACCESS TO, OR DISCLOSURE OF, CONFIDENTIAL TAXPAYER RECORDS, FILES, RETURNS OR RETURN INFORMATION

State Provisions (RSA 21-J:14):

Under New Hampshire law, the records and files of the Department are considered confidential and privileged. RSA 21-J:14 clearly states that neither any person charged with the custody of such records or files, nor any vendor or any of its employees to whom such information becomes available in the performance of any contractual services for the Department shall disclose any information obtained from the Department's records, files, or returns or from any examination, investigation or hearing. Nor may any such employee or person be required to produce any such information for inspection by any person or for use in any action or proceeding except as allowed under RSA 21-J:14, V. The specific exceptions are outlined further in this document.

Employee/Vendor Initials: _____

The Department information deemed confidential and privileged includes any information received from the United States Internal Revenue Service in accordance with compacts for exchange of information between the Department and the Internal Revenue Service, and likewise shall include any United States federal tax information obtained on New Hampshire tax returns. It also includes any information received from any other state in accordance with compacts for the exchange of information between the Department and any other state.

RSA 21-J:14, V specifically identifies certain situations in which disclosure of otherwise confidential and privileged information is allowed. The list of allowed exceptions is as follows:

- (a) Delivery to a taxpayer or his duly authorized representative of a copy of any return or other papers filed by the taxpayer.
- (b) Disclosure of department records, files, or returns to the United States Internal Revenue Service in accordance with compacts for the exchange of information between the department and the Internal Revenue Service, but only for the purpose of, and to the extent necessary in, the administration of federal tax laws, and related statutes.
- (c) Disclosure of department records, files, returns, or information in a New Hampshire state administrative proceeding or any judicial proceeding pertaining to state tax administration where the information is directly related to a tax issue in the proceeding, or the taxpayer whom the information concerns is a party to such proceeding, or the information concerns a transactional relationship between a person who is a party to the proceeding and the taxpayer.
- (d) Disclosure to the following officers and employees of the state of New Hampshire:
 - (1) An officer or employee of the department for the purpose of, and only to the extent necessary in, the administration of the tax laws for which the department is responsible;
 - (2) An officer or employee of the state of New Hampshire to whom such disclosure is necessary in connection with the processing, storage, and transmission of such information, or the programming, repair, maintenance, testing, or procurement of equipment used to process, store, or transmit such information;
 - (3) A legal representative of the department who is directly engaged in a civil or criminal proceeding, or an investigation which may result in such a proceeding before a state administrative body, grand jury, or court, but only if the information is or may be related to the resolution of an issue in the proceeding or investigation or if:

(A) The taxpayer whom the information concerns is or may be a party to such proceeding; or

(B) The information concerns a transactional relationship between a person who is or may be a party to such proceeding and the taxpayer.

(4) The legislative budget assistant:

(A) In the performance of his or her duties under RSA 14:31-a, I(a) and (b), provided that disclosure of department records, files, returns, or information to the legislative budget assistant shall be only for the purpose of, and to the extent necessary for, conducting audits of the department's accounts and records consistent with section 6103(d)(2)(A) and (B) of the Internal Revenue Code of 1954, as amended. This exception shall not be construed to authorize disclosure to any member of the legislature or to any expert consultants, including certified public accountants and data processing experts, hired by the legislative budget assistant to assist the legislative budget assistant in the carrying out of his or her duties. The records, files, returns, or information deemed confidential and privileged under RSA 21-J:14 shall not be subject to disclosure under RSA 14:31-a, II or RSA 91-A.

(B) In the performance of his or her duties under RSA 14:31-a, I(d), provided that disclosure of department records, files, returns, or information to the legislative budget assistant shall be only for the purpose of, and to the extent necessary for, conducting audits of the department's programs consistent with section 6103(d)(2)(A) and (B) of the Internal Revenue Code of 1954, as amended. This exception shall not be construed to authorize disclosure to any member of the legislature. The records, files, returns, or information deemed confidential and privileged under RSA 21-J:14 shall not be subject to disclosure under RSA 14:31-a, II or RSA 91-A.

(5) An officer or employee of the office of reimbursements, department of health and human services, in the performance of his duties under RSA 126-A:37 and RSA 126-A:42, which disclosure shall be limited to the statement of the administrator or executor of the estate which lists whether legatees were living at time of the decedent's death, the names of the legatees, their relationships to the decedent, their ages at the time of the decedent's death, and the addresses of the legatees.

(6) An officer or employee of the department of employment security, pursuant to an agreement for exchange of information between the department and the department of employment security, for the purposes of, and only to the extent necessary for, the administration and collection of contributions to the unemployment compensation fund, and administration and payment of unemployment compensation claims. The information disclosed pursuant to such exchange agreement shall not include records, files, returns, or information disclosed to officers or employees of the department by any other state pursuant to a compact for the exchange of information between the department and any other state unless permitted by such state or compact. In the event that the department of employment security may not obtain confidential taxpayer information from the United States Internal Revenue Service, disclosure under this exception shall cease and any agreement for exchange of information between the department and the department of employment security shall be void. Officers or employees of the department of employment security having in their custody or control any confidential taxpayer information obtained from the department pursuant to the exchange agreement authorized under this subparagraph shall be subject to the provisions of RSA 21-J:14.

(7) The legislative budget assistant and the department of administrative services, provided that disclosure of department records, files, returns, or information to the legislative budget assistant and the department of administrative services shall be only for the purposes of, and to the extent necessary for, the development, maintenance, and updating of databases necessary for the operation of the tax policy simulation and forecasting models authorized pursuant to 1999, 338:23. The legislative budget assistant may disclose such information to any consultant under contract with the fiscal committee of the general court pursuant to 1999, 338:23 for the development, maintenance, or updating of the tax policy modeling system. Disclosure of confidential tax information under this exception shall be limited as follows:

(A) Federal records shall only be disclosed according to federal law, regulations, and any compacts or agreements between the department and the Internal Revenue Service;

(B) Information disclosed pursuant to this subparagraph shall not include records, files, returns, or information disclosed to officers or employees of the department by any other state pursuant to a compact for the exchange of information between the department and any other state unless permitted by such state or compact; and

(C) Information disclosed shall not be further disclosed to persons other than officers or employees of the department of

administrative services, of the legislative budget assistant, or of the consultant. Officers or employees of the department of administrative services, the legislative budget assistant, or the consultant having in their custody or control any confidential taxpayer information obtained from the department pursuant to this subparagraph shall be subject to the provisions of RSA 21-J:14.

(8) An officer or employee of the department of health and human services in the performance of duties under RSA 167:14-a, V, which disclosure shall be limited to the report of the trust and a copy of the trust document, including any list of beneficiaries, filed in accordance with RSA 87:20.

(e) Disclosure of department records, files, or returns to any other state in accordance with compacts for the exchange of information between the department and any other state, but only for the purpose of and to the extent necessary in the administration of tax laws of such other state.

(f) Disclosure of department records, files, returns, or information to an authorized vendor of collection services that is a legal representative or agent engaged to collect a debt of the state if the taxpayer whom the information concerns is the subject of an authorized investigation regarding an unpaid tax liability to the state; or the information concerns a transactional relationship between a person who is or may be a party to such proceeding and the taxpayer. The department shall only disclose such information that is directly related to the unpaid tax liability and is necessary to collect such debt. The vendor and its employees having access to this confidential information shall be subject to the provisions of RSA 21-J:14.

No exception provided above shall be construed to authorize disclosure of confidential and privileged Department records or files to the Governor of New Hampshire or a designee or representative of the Governor of New Hampshire.

The records and files of the Department's activities relating to municipal service and regulatory responsibilities including, but not limited to, responsibilities under RSA 21-J:9, except RSA 21-J:9, I(e) and II, and RSA 21-J:15-24; and tax related statistics, reports, summaries or other data prepared by the Department which do not identify, or permit identification of, particular tax returns, reports, or related documents are not deemed confidential and privileged.

Disclosure of returns and return information filed under RSA Chp. 87 (Taxation of Transfers of Certain Estates) may be made to the register of probate and the probate court having jurisdiction over the estate of the decedent, but only for the purpose of and to the extent necessary for the administration of such tax laws.

Department records, files, or information obtained by the commissioner or other Department employee under the provisions of RSA Chp. 78 (Tobacco Tax), RSA Chp.

541-C (Tobacco Manufacturers Not Entering Master Settlement Agreement), or RSA Chp. 541-D (Tobacco Product Manufacturer's Failure to Comply) may be disclosed to the attorney general, or designee, and other federal, state, or local agencies as provided under RSA 541-D:5, II.

Individuals shall only access the taxpayer records, files, returns, or return information that are necessary for the performance of their official responsibilities. Individuals shall not access taxpayer records, files, returns, or return information of another in the performance of their official responsibilities in instances where a conflict of interest exists, the appearance of a conflict may exist, or the information may be used in an improper manner.

To the public, the appearance of a conflict of interest is always viewed as a reality even where no conflict may actually exist. Individuals must avoid the appearance of conflicts of interest if we are to maintain the integrity required to perform our mission. Improper use of any information obtained from the confidential records, files or other tax information of the Department includes, but is not limited to:

Disclosure of any information obtained from such records, files, returns, examinations, investigations or hearings by any individual having access to the Department's confidential records.

Use of any information influencing the purchase or sale by individuals, or by persons acting on information provided by the individual, of real, personal, tangible or intangible property. Such transactions could run the gamut from the purchase of a "Mom and Pop" country store to the purchase of publicly traded stock.

All requests for taxpayer records, files, returns, or return information made to individuals by non-employees of the Department, other than the taxpayer or an authorized representative of the taxpayer, must be referred to a Division Director or the Office of the Commissioner.

No individual may be required to produce any taxpayer records, files, returns, or return information for the inspection of any person, or for use in any action or proceedings, except in accordance with a proper judicial order or as otherwise provided by law. **[RSA 21-J:14, AND RSA 77:19]**

Federal Provisions (IRC Sections 7213 and 7213A):

It is unlawful for any person to willfully disclose federal returns or return information to a third-party. The terms "federal returns" or "federal return information" applies only to information obtained by the Department through its **AGREEMENT ON COORDINATION OF TAX INFORMATION** and the **IMPLEMENTING AGREEMENT** with the Internal Revenue Service under Section 6103 of the Internal Revenue Code. The terms do not apply to

information obtained from the taxpayer, the taxpayer's representative or attached to a return or other document filed with the Department by the taxpayer.

Requests for federal returns or federal return information from the Internal Revenue Service by Department employees under Section 6103 of the Internal Revenue Code must be done in accordance with the procedures outlined in the Department's **SAFEGUARD PROCEDURES REPORT** issued in December 2008. The Director of Audit handles the processing of such requests. All requests for taxpayer records, files, returns, or return information made to individuals by non-employees of the Department must be referred to the Director of Audit or the Commissioner.

**STATE AND FEDERAL PENALTIES REGARDING UNAUTHORIZED
ACCESS TO, OR DISCLOSURE OF, CONFIDENTIAL TAXPAYER
RECORDS, FILES, RETURNS OR RETURN INFORMATION**

State Provisions:

A violation of RSA 21-J:14 is a misdemeanor. In addition, if the offender is an officer or an employee of the State or an officer or employee of a vendor which has entered into a contractual agreement with the Department under RSA 21-J:3, XX, or has entered into a contractual agreement with the state and is authorized by law to receive information made confidential and privileged by RSA 21-J:14, such officer or employee or such vendor shall in addition be removed from office or dismissed from employment.

Persons who make unauthorized disclosures of confidential and privileged information disclosed under the "exceptions" in RSA 21-J:14,V set forth above, and unauthorized persons who make any unauthorized disclosures of confidential and privileged information in violation of RSA 21-J;14 shall be subject to the penalties provided above.

The relevant state law is as follows:

RSA 21-J:14 Confidentiality of Department Records.

VIII. Violation of this section is a misdemeanor and if the offender is an officer or employee of the state or an officer or employee of a vendor which has entered into a contractual agreement with the department under RSA 21-J:3, XX, he shall in addition be removed from his office or dismissed from his employment.

N.H. Code of Administrative Rules, Per. 1001.08 Dismissal.

a) Dismissal shall be considered the most severe form of discipline. An appointing authority shall be authorized to take the most severe form of discipline by immediately dismissing an employee without warning for offenses such as, but not necessarily limited to, the following:

(3) Violation of a posted or published agency policy, the text of which clearly states that violation of same will result in immediate dismissal.

Federal Provisions:

Violations of the federal provisions relating to unauthorized access or disclosure carry monetary penalties of varying amounts, and/or imprisonment for up to 5 years, together with the costs of prosecution. The relevant federal law is as follows:

SECTION 7213 Unauthorized Disclosure of Information

a) Returns and Return Information

2) State and Other Employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (I)(3)(B)(I), (l)(6), (7), (8), (9), (10), (12), or (15), or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

SECTION 7213A Unauthorized Inspection of Returns or Return Information

a) Prohibitions.--

1) Federal Employees And Other Persons.--

It shall be unlawful for--

- A) any officer or employee of the United States, or
- B) any person described in section 6103(n) or an officer or employee of any such person,

willfully to inspect, except as authorized in this title, any return or return information.

2) State and Other Employees.

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

b) Penalty.

1) In General.

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

c) Definitions.--

For purposes of this section, the terms 'inspect', 'return', and 'return information' have the respective meanings given such terms by section 6103(b).

SECTION 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information

a) In General

2) Inspection or Disclosure by a Person Who is Not an Employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.

b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure

1) which results from a good faith, but erroneous, interpretation of section 6103, or

2) which is requested by the taxpayer.

c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of

1) the greater of

- A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
- B) the sum of
 - D) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus
 - ii) in the case of a willful inspection or disclosure or a disclosure which is the result of gross negligence, punitive damages, plus
- 2) the costs of the action.

d) Period for Bringing Action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

e) Notification of Unlawful Inspection and Disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of

- 1) paragraph (1) or (2) of section 7213(a),
- 2) section 7213A(a), or
- 3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code,

the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

f) Definitions

For purposes of this section, the terms 'inspect', 'inspection', 'return' and 'return information' have the respective meanings given such terms in section 6103(b).

g) Extension To Information Obtained Under Section 3406

For purposes of this section

- 1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and
- 2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

h) Special Rule for Information Obtained under Section 6103(k)(8)

For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

NON-DISCLOSURE OF PROPRIETARY INFORMATION

No person shall reveal during, or even after termination of, employment or contract, to any person or entity any of the trade secrets or proprietary or confidential information of the Department, or any other materials of any nature relating to any matter within the scope of the business of the Department, ideas (whether or not protectable under trade secret laws), products, product plans, designs, and other plans, methods, research, know-how, techniques, technology, systems, models, samples, source codes, object code methodologies, contractual arrangements, characters, processes, strategies, software programs, works of authorship, projects, notes, memoranda, reports, lists, records, specifications, software programs, data, documentation, budgets, plans, projections, forecasts, financial information, accounting procedures, and proposals in whatever form, personnel histories, tangible or intangible or other materials of any nature relating to any matter within the scope of the business of the Department or concerning any of the dealings or affairs of the Department (collectively known as “Proprietary Information”), except as may be required in the ordinary course of performing duties as an employee of the Department, or as a vendor or vendor employee, and shall keep secret all matters entrusted to such person and shall not use or attempt to use any such information in any manner.

During employment or contract, the person shall not take, use or permit to be used any Proprietary Information otherwise than for the benefit of the Department. The employee, vendor or vendor employee shall not, after the termination of employment or contract, use or permit to be used any such Proprietary Information, notes, memoranda, reports, lists, records, specifications, software programs, data, documentation or other materials, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of the Department.

CERTIFICATION

I acknowledge that I have read this *Policy On Confidentiality Of Information*, which is intended to help me understand the applicable New Hampshire and Federal law related to the protection of confidential information. I understand that failure to comply with the applicable law, including the laws referenced in this *Policy On Confidentiality Of Information*, may subject a violator to state and federal criminal and civil penalties.

Name (printed)

Signature

Date

Agency/Vendor

Agency/Vendor Address

E-Mail Address

Phone #

Witnessed By:

Name (printed)

Signature

Date